

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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UNITED STATES OF AMERICA :

- v. - :

: STIPULATION AND ORDER

: 22 Cr. 675 (PGG)

LAWRENCE BILLIMEK,

Defendant.
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WHEREAS, on or about November 28, 2023, the Court entered a Consent Preliminary Order of Forfeiture as to Specific Property/Money Judgment (the "Preliminary Forfeiture Order") (D.E. 52) forfeiting all right, title and interest of the defendant LAWRENCE BILLIMEK (the "Defendant") in, *inter alia*, property:

- a. The real property located at 181 Hyndman View Drive, Hailey, Idaho, and all proceeds traceable thereto

(the "Subject Property");

WHEREAS, on or about April 21, 2022, a mortgage in the amount of \$700,000.00 (the "Mortgage") was executed in favor of Idaho First Bank for the Subject Property;

WHEREAS, on April 25, 2022, a Credit Agreement and Disclosure for a line of credit in the amount of \$500,000 (the "Credit Agreement") was executed in favor of Idaho First Bank;

WHEREAS, on or about March 4, 2024, Idaho First Bank advised the Government of its interest in the Subject Property;

WHEREAS, as of March 27, 2024, the current total amount of principal, interest, and late charges remaining on the Mortgage is approximately \$682,494.28, and the Credit Agreement is approximately \$274,837.10; and

WHEREAS, the United States Attorney's Office for the Southern District of New York and Idaho First Bank have agreed, in order to avoid litigation, to resolve Idaho First Bank's claim to the Subject Property on the terms and conditions set forth below;

IT IS HEREBY STIPULATED AND AGREED, by and between the United States of America, by its attorney DAMIAN WILLIAMS, United States Attorney, Assistant United States Attorney, Jason A. Richman of counsel, Idaho First Bank, and its counsel, Sheila R. Schwager, Esq. of Hawley Troxell Ennis & Hawley, LLP, that:

1. The United States of America hereby recognizes Idaho First Bank's legal interest in the Subject Property.
2. Idaho First Bank shall not take any action to foreclose upon the Mortgage without prior approval from the Government, pursuant to and accordance with 18 USC 853(k).
3. Upon the sale of the Subject Property, pursuant either to a final order of forfeiture in this criminal matter forfeiting all right, title and interest in the Subject Property to the United States, or pursuant to an interlocutory sale order in this criminal matter, the United States shall satisfy, from the proceeds of the sale of the Subject Property, the obligations owed to Idaho First Bank under the Mortgage and the Credit Agreement, including applicable interest charges, late charges, and reasonable attorney fees and costs, on the same accrued prior to and after the entry of a Final Order of Forfeiture, to the extent that there are sufficient proceeds, after satisfying any outstanding property taxes and the deduction of government expenses relating to seizure, maintenance, custody, and disposal of the Subject Property.
4. Upon the entry of the Final Order of Forfeiture, the Government will be responsible for any costs related to the management and maintenance costs associated with the Subject Property. To the extent any property taxes accrue on the Subject Property prior to the entry

of a Final Order of Forfeiture the Government shall satisfy such obligations upon the sale of the Subject Property.

5. Upon the filing of this Stipulation and Order, which governs the terms of the interest of Idaho First Bank and the forfeiture, Idaho First Bank shall not file a petition in this ancillary proceeding asserting an interest in the Subject Property and shall not otherwise contest the forfeiture of the Subject Property to the United States.

6. This Stipulation and Order constitutes the complete agreement between the parties hereto on the matters contained herein, and no other statement, promise or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Stipulation and Order shall be enforceable. Any modifications to this agreement shall be in a writing signed by the parties.

7. The parties hereby waive all rights to appeal or to otherwise challenge or contest the validity of this Stipulation and Order.

8. Each party to this Stipulation and Order shall bear its own costs and attorney's fees as against each other, but Idaho First Bank shall be entitled to include the attorney fees and costs under the amounts owed under the Mortgage and Credit Agreement, pursuant to the terms of the loan documents. No attorney's fees associated with this settlement shall be authorized as against the Government directly or as against Idaho First Bank.

9. The Court shall have exclusive jurisdiction over the interpretation and enforcement of this Stipulation and Order.

10. The signature page of this Stipulation and Order may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. Signature pages may be by fax or scanned and such signatures shall be deemed as valid originals.

AGREED AND CONSENTED
DAMIAN WILLIAMS
United States Attorney
Southern District of New York

By: /s/ Jason A. Richman
Jason A. Richman
Assistant United States Attorney
Southern District of New York
26 Federal Plaza
New York, NY 10278
(212) 637-2589

4/22/24
DATE

IDAHO FIRST BANK

By: Shannon Stoeger
Shannon Stoeger
EVP, Chief Credit Officer for
Idaho First Bank

4/19/2024
DATE

By: Sheila R. Schwager
Sheila R. Schwager, Esq.
Hawley Troxell
87 West Main Street, Suite 200
Boise, Idaho 83702
(208) 344-6000

4/19/24
DATE

SO ORDERED:

Paul G. Gardephe
HONORABLE PAUL G. GARDEPHE
UNITED STATES DISTRICT JUDGE

April 24, 2024
DATE